

MISHAWAKA

STATE OF INDIANA)
) SS:
COUNTY OF ST. JOSEPH)

IN THE ST. JOSEPH COUNTY SUPERIOR COURT

CAUSE NO: 71601 1507 CT 000284

RONALD BERNSTEIN,

Plaintiff,

vs.

STATE FARM MUTUAL
AUTOMOBILE INSURANCE
COMPANY,

Defendant.

- FILED -

JUL 29 2015

St. Joseph Circuit Court Clerk

COMPLAINT FOR DAMAGES

COMES now the Plaintiff, Ronald Bernstein ("Plaintiff"), by counsel, and for his Complaint for Damages against the Defendant, State Farm Mutual Automobile Insurance Company ("State Farm"), alleges and asserts that:

FACTUAL BACKGROUND

1. At all times mentioned herein, the Plaintiff was and is a resident of the City of Goshen, County of Elkhart, State of Indiana.
2. At all times mentioned herein, State Farm, was an insurance company licensed to do and conducting business in the State of Indiana.
3. At all times mentioned herein there was, and is now, near the City of South Bend, County of St. Joseph, State of Indiana, a public thoroughfare known as LaSalle Street, which generally runs in an easterly and westerly direction, and a public thoroughfare known as Michigan Street, which generally runs in a northerly and southerly direction.

EXHIBIT

A

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4. On or about August 16, 2013, Plaintiff was a pedestrian walking across Michigan Street with the right of way.

5. At the same time, underinsured motorist, Erica Seger ("Seger"), was traveling northbound on Michigan Street, when she made a left turn onto LaSalle Street striking the Plaintiff, who was walking in the cross walk.

6. The aforementioned collision was directly and proximately caused by the carelessness and negligence of Seger.

7. As a direct and proximate result of the carelessness and negligence of Seger, the Plaintiff, Ronald Bernstein, was damaged.

8. Seger's insurance carrier, American Access Casualty Company extended a policy limits offer of \$25,000.00 on behalf of Seger on or about November 8, 2013.

9. In accordance with IC 27-7-5-6(b) State Farm was provided written notice of the tender of policy limits on behalf of Seger from American Access Casualty Company.

10. State Farm provided written consent to the Plaintiff to accept the policy limits offer from American Access Casualty Company and permission to release Seger from all liability on December 2, 2013.

COUNT I

Breach of Contract – State Farm Mutual Automobile Insurance Company

11. The Plaintiff incorporates paragraphs one (1) through ten (10) as if fully stated herein.

12. At the time of the August 16, 2013, collision, detailed herein, the Plaintiff was insured by a policy of automobile insurance issued by State Farm ("the policy"), under policy number C21561814L. *See Exhibit I*

13. At the time of the August 16, 2013, collision, the policy was in full force and effect.

14. The policy provides underinsured motorist insurance coverage to the Plaintiff for the August 16, 2013, collision.

15. The Plaintiff has made a claim with State Farm in accordance with the policy terms for the underinsured motorist benefits portion of the policy for his damages arising out of the August 16, 2013, collision.

16. The Plaintiff's contractual claim with State Farm for underinsured motorist benefits for the August 16, 2013, collision has not been properly investigated, processed and/or ignored and/or denied.

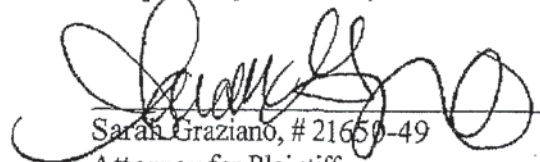
17. State Farm is unable to articulate, develop, or provide any reasonable basis for the denial of the Plaintiff's policy limits demand in accordance with the policy terms and conditions.

18. State Farm's failure to properly investigate, process, ignore, deny, or fail to provide a reasonable basis for the same, either implicitly or directly, of the contractual claims of the Plaintiff for underinsured motorist benefits constitutes a breach of the policy terms applicable to State Farm.

19. As a result of said breach of the policy by State Farm, the Plaintiff has been damaged.

WHEREFORE, the Plaintiff, Ronald Bernstein, prays for judgment against the Defendant, State Farm Mutual Automobile Insurance Company, in an amount commensurate with his injuries and damages, for punitive damages, for the costs of this action, and for such other relief the Court may deem just and proper.

Respectfully submitted,


Sarah Graziano, # 21659-49
Attorney for Plaintiff

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COUNT II

Failure to Deal in Good Faith

20. The Plaintiff incorporates paragraphs one(1) through nineteen(19) as if fully stated herein.

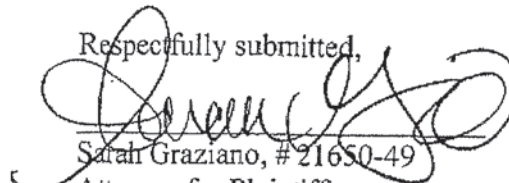
21. State Farm has failed to deal with the Plaintiff in good faith and therefore has engaged in unfair claims settlement practices.

22. As a direct and proximate result of State Farm's conduct in failing to handle the contractual claims of the Plaintiff in good faith, the Plaintiff has been damaged.

23. Additionally, State Farm's actions in failing to investigate, process and/or ignore and/or deny the Plaintiff's claim under the policy was done maliciously and with great disregard for the Plaintiff's rights under the policy, thus entitling the Plaintiff to punitive damages.

WHEREFORE, the Plaintiff, Ronald Bernstein, prays for judgment against the Defendant, State Farm Mutual Automobile Insurance Company, in an amount commensurate with his injuries and damages, for punitive damages, for the costs of this action, and for such other relief the Court may deem just and proper.

Respectfully submitted,

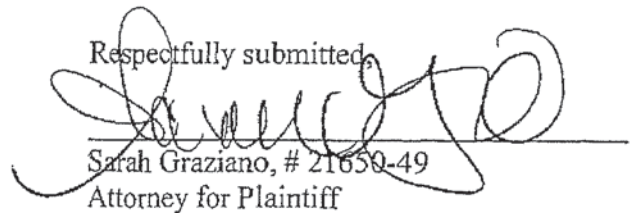

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Attorney for Plaintiff

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REQUEST FOR TRIAL BY JURY

COMES now the Plaintiff, Ronald Bernstein, by counsel and files herein his request for trial by jury for the above action.

Respectfully submitted,



Sarah Graziano, # 21650-49
Attorney for Plaintiff

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